

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
605 FIFTH PROPERTY OWNER, LLC,	:	
	:	
Plaintiff,	:	
	:	22cv4590 (DLC)
-v-	:	
	:	<u>ORDER</u>
ABASIC, S.A.,	:	
	:	
Defendant.	:	
	:	
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DENISE COTE, District Judge:

On November 8, 2022, this Court issued an Opinion and Order holding Abasic, S.A. liable under its agreement with 605 Fifth Property Owner, LLC (the "Guarantee") guaranteeing a commercial lease. 605 Fifth Property Owner, LLC v. Abasic, S.A., 22CV04590 (DLC), 2022 WL 16838334 (S.D.N.Y. Nov. 8, 2022). On November 28, the plaintiff moved for attorneys' fees, as provided by the Guarantee. The defendant has not opposed the plaintiff's request.

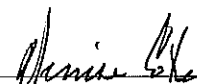
As this Court found in a prior action involving the same ongoing breach of the Guarantee, the Guarantee provides that the prevailing party in an action to enforce the Guarantee or the underlying lease is entitled to reasonable attorneys' fees and expenses, except to the extent those fees were incurred in the process of obtaining attorneys' fees. 605 Fifth Property Owner, LLC v. Abasic, S.A., 21CV00811 (DLC), 2022 WL 1239578, at *2-4

(S.D.N.Y. Apr. 27, 2022). The plaintiff has submitted billing records covering \$53,163.27 in attorneys' fees incurred in this action and other actions to enforce the Guarantee and the underlying lease. These expenses are reasonable, and the plaintiff is entitled to recover them under the Guarantee. Accordingly, it is hereby

ORDERED that the plaintiff's November 28, 2022 application for an award of attorneys' fees and costs is granted. The plaintiff is awarded \$53,163.27 in attorneys' fees.

IT IS FURTHER ORDERED that the Clerk of Court shall enter judgment for the plaintiff and close the case.

Dated: New York, New York
December 8, 2022



DENISE COTE
United States District Judge